



240.229.7613

**ALAYA DESIGNS**  
*Photography*

AlayaDesignGroup@Gmail.com

**When you purchase a session, you are agreeing to the following terms:**

### **Entire Agreement**

This agreement contains the entire understanding between Alaya Designs Photography and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing signed by all parties involved.

### **Payment & Prices**

All package costs are as stated at the time of booking and will remain once booking is confirmed. The full contract amount is due at the time of service unless otherwise stated. Upon your purchase, Alaya Designs Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the deposit is non-refundable.

### **Reschedule**

Due to the time specific nature of this service, clients may reschedule for a date and time within 60 days of cancellation or forfeit any funds paid towards services.

### **Torrential Weather**

If the weather is torrential and photographer determines shoot is not possible, the session will be rescheduled for another day.

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[HTTPS://WWW.NINASOLMUSIC.COM/ALAYA-DESIGNS.COM](https://www.ninasolmusic.com/alaya-designs.com)



### **Personal Camera**

Client may not bring their own camera or recording equipment to the session.  
If a camera is present, photographer will have to request that it be put away.  
Cell phone photography (no flash) is permitted.

### **Requested Coverage**

Alaya Designs Photography will honor requested photographs but does not guarantee any specific photographs.

### **Artistic Style**

Client acknowledges that she/he has viewed examples of previous work and is satisfied with the overall style of photography that is presented. Client understands that differences in locations, subjects and lighting allow for variations in the final outcome of the session.

### **Cooperation & Physical Liability**

All parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Photographer is not responsible for missed images due to any individual's failure to appear or cooperation during the assignment. If there is any threat to the photographer or their equipment by any subject, photographer reserves the right to end coverage immediately with no further liability to finish the assignment, with no refunds given. Additionally, client is responsible for their own conduct and the conduct of all participants in the session. Any damage to equipment or studio components caused by the client are the sole financial responsibility of the client. Client agrees to hold photographer harmless for any injuries or damages sustained preceding, during, and immediately following the assignment.

### **Copyright & Reproductions**

The photographer owns the copyright to all images created during the session and shall have the exclusive right to make reproductions. The photographer maintains the right to make reproductions for the client or for the photographer's portfolio, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio.  
Client must submit statement in writing to deny use of photos for internal or external use.

### **Photographer**

The photographer may substitute another photographer to take the photographs in the event of photographer's illness or personal crisis. In the event of such substitution, photographer warrants that the photographer taking the photographs shall be a competent professional.

**Limit of Liability**

In the unlikely event that the photographer cannot perform this agreement due to medical or natural emergency, or other cause beyond the control of the photographer, then the photographer shall return the deposit and any additional fund paid toward session to the client but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault of the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of the client's order. If photographer determines files are damaged or lost. An additional session at no charge to the client for the terms of the original agreement will be scheduled.